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INSURANCE—LIFE INSURANCE—RIGHT OF CREDITORS TO RECOVER AMOUNT OF PREMIUMS PAID BY AN INSOLVENT.—An insured, while solvent, took out life insurance for the benefit of his wife and daughter, and continued to pay the premiums after insolvency. Upon his death, his creditors, whose claims existed during his insolvency, brought suit to recover their claims out of the insurance money. *Held*, the creditors may recover only the amount of premiums paid while the insured was insolvent. *Harriman National Bank v. Huiet*, 244 Fed. 216.

Where a man insures his life for his family's benefit, some courts hold that the premiums paid by the insured, while insolvent, may not be recovered by his creditors after his death, in the absence of a fraudulent intent to withdraw such sums from the fund for the benefit of his creditors. These decisions are rested on the ground that the same public policy, which justifies a man in preserving his family from suffering and want, should be extended to allow him to protect them from destitution after his death. *David Adler, etc., Co. v. Hellman*, 55 Neb. 266, 75 N. W. 877; *Central National Bank v. Hume*, 128 U. S. 195. For an excellent criticism of this doctrine, see an article by Professor Williston, 25 AM. LAW REV. 185, in which it is shown that a man's first duty is not to provide for his family, but to pay his creditors.

Other courts hold that the payment of premiums by an insured, while he is insolvent, is constructively fraudulent, yet these courts differ as to the extent to which the creditors may subject the proceeds of the insurance. If the policy was taken out by the insured while he was insolvent, then the cases agree that the creditors are entitled to the whole proceeds of the insurance, because, under the doctrine of the tracing of trust funds, the *cestui que trust* is entitled to the investment made with his money. *Fearn v. Ward*, 80 Ala. 555, 2 South. 114; *Merchants' & Miners' Transp. Co. v. Borland*, 53 N. J. Eq. 282, 31 Atl. 272. And in the analogous case where the policy is taken out with misappropriated funds, the whole proceeds of the policy may be taken. *Holmes v. Tilman*, 138 N. Y. 369, 34 N. E. 205, 20 L. R. A. 572, 34 Am. St. Rep. 470. But there are two conflicting views in the case where the insured was solvent when he took out the policy but later became insolvent. Under one view, each premium is a part of the consideration paid for the policy, and the creditors can recover that proportion of the proceeds of the policy which the amount of premiums paid while insolvent bears to the whole sum of premiums paid. *Pullis v. Robison*, 73 Mo. 201, 39 Am. Rep. 497. But under the other view, which seems the better, the policy is purchased with the first premium, and the other premiums are merely conditions subsequent; and, therefore, it follows that the creditors can only recover the amount of the premiums paid by the insured while insolvent, since the investment was not, in this case, made with trust funds, and the creditors only have a lien on the policy to the extent of the premiums paid with their money. *Stigler's Ex'x v. Stigler*, 77 Va. 163.

MASTER AND SERVANT—HOURS OF SERVICE ACT—INTERPRETATION.—Under the Hours of Service Act of March 4th, 1907 (U. S. Comp. Stat. '16, § 8678), it is provided that "no operator * * * shall be required